



TENDER DOCUMENT

FOR

PROVISION OF AUCTIONEERING SERVICES

TENDER NO.: RBA/RT/ AUCTION/613/818/18

TENDER NAME: PROVISION OF AUCTIONEERING SERVICES.

**RETIREMENT BENEFITS AUTHORITY
RAHIMTULLA TOWERS, 13th FLOOR
P.O. Box 57733 - 00200
NAIROBI**

December 2018

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SECTION I - INVITATION FOR TENDERS

TENDER NAME: PROVISION OF AUCTIONEERING SERVICES.

TENDER NO.: RBA/RT/ AUCTION/613/818/18

- 1.1 The Retirement Benefits Authority (RBA) invites sealed tenders from registered Auctioneers
- 1.1 Tenderer may obtain tender documents from the RBA website www.rba.go.ke for free. Further information may be given by the RBA Procurement Officer on Tel: 2809000.
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name and should be deposited in the Tender Box on the **14th Floor, Rahimtulla Towers, 14th Floor, Upper Hill Road, Nairobi** and addressed to the **Chief Executive Officer, Retirement Benefits Authority Rahimtulla Towers, P.O. Box 57733 - 00200, NAIROBI** so as to be received on or before **10.00 am, 7th January, 2019**. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.
- 1.3 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the address in the Data Sheet.
- 1.4 **The tenderers must submit together with their tender documents, a Security Bond of Ksh. 50,000.00**

Chief Executive Officer

Retirement Benefits Authority

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Bid Data Sheet. Successful tenderers shall provide the services for twelve months with an option for renewal for a further one year with satisfactory performance from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The RBA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the RBA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and RBA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document collected from RBA shall be Ksh.1000/= . Downloaded documents from www.rba.go.ke for free.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify RBA by post or fax at the RBA's address indicated in the Invitation for tenders. RBA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by RBA. Written copies of RBA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 RBA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the RBA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, RBA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and RBA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security if applicable;
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the RBA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Data Sheet to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2% per cent of the tender price.

2.12.3 The tender security is required to protect the RBA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Public Procurement Oversight Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the RBA as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the RBA as non-responsive.

2.13.2 In exceptional circumstances, the RBA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 Where the tenderer is requested to provide hard copy bid documents, the tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL TENDER”** and **“COPY OF TENDER”**. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to RBA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE** the date and time of closing in the data sheet.

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared **“late”**.

2.15.4 If the outer envelope is not sealed and marked as required, RBA will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by RBA at the address specified not later than the day, date and time of closing stated in the Data Sheet.

2.16.2 RBA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.1 in which case all rights and obligations of RBA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders that will not fit the tender box shall be received by RBA as provided for in the Data Sheet.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by RBA prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. (Sealing and Marking of Tenders) a withdrawal notice may also be sent by post,

fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.18. Opening of Tenders

- 2.18.1 RBA will open all tenders in the presence of tenderers' representatives who choose to attend, **on 7th January 2018 at 10:30 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as RBA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 RBA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders RBA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence RBA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 RBA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 RBA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, RBA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations RBA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by RBA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, RBA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 RBA will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.22.2 RBA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 The following evaluation methods will be applied.

(a) Operational Plan

(i) RBA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than RBA's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. RBA may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting RBA

2.23.1 No tenderer shall contact RBA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence RBA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 RBA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as RBA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event RBA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 RBA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. RBA's Right to accept or Reject any or all Tenders

2.26.1 RBA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for RBA's action. If RBA determines that none of the tenders is responsive, RBA shall notify each tenderer who submitted a tender.

2.26.2 RBA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, RBA will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and RBA pursuant to clause 2.9 (Tender Prices). Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security, RBA will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.28 Signing of Contract

- 2.28.1 At the same time as RBA notifies the successful tenderer that its tender has been accepted, RBA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to RBA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to RBA.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of this paragraph or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event RBA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 RBA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a

declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 RBA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

1.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Instructions to Tenderers (ITT)

The following information shall complement, supplement, or amend, the provisions on the Instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Data Sheet, the provisions of the Data Sheet herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Data Sheet
2.1	The Tender is a Restricted Tender and is a ONE envelope bid where both the technical and financial proposal are presented as one bid.
2.12	Tender Security: Ksh. 50,000
2.13	Tender Validity will be 90 days
2.15	For <u>Clarification of bid purposes</u> only, the Client's address is: The Chief Executive Officer, Retirement Benefits Authority Rahimtulla Towers, 13th Floor Upper Hill Road, P.O. Box 57733 - 00200 Nairobi. Telephone: 020 2809000.Facsimile number: [2710330] Electronic mail address: info@rba.go.ke
2.16.1	Tenders must be received on or before 7th January 2018 AT 10:00 A.M. At the 14th Floor, Rahimtullah Tower, Upper Hill Road.
2.20	Evidence of eligibility and qualification documents required Mandatory Evaluation Criteria i. Copy of a Valid Tax Compliance Certificate

	<ul style="list-style-type: none"> ii. Duly filled formed of Tender iii. Duly Completed Confidential Information Forms/Questionnaire; iv. Signed audited accounts for the last 2 years 2015/2016 and 2016/2017. v. Certificate of incorporation/Registration Business Name vi. Current Valid License from the Auctioneers Licensing Board <p>Bid security in the format provided in the Tender document which should be valid for at least thirty (30) days beyond the Tender validity period, i.e. 90 days from Tender opening date</p> <p>RBA Reserves the Right to Authenticate all the documents and information submitted by all the bidders. Any falsification shall lead to automatic disqualification.</p>
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TECHNICAL EVALUATION

	<p>a) The firm must demonstrate experience in provision of auctioneering services in public or private sector organizations, in the last 5 years and attach evidence;</p> <ul style="list-style-type: none"> ▪ Evidence of engagement from at least four Clients (Letters of engagement, contract award etc.) ▪ Recommendation letters from two (2) organizations ▪ Evidence of qualification of the lead consultant (attach CV)

Taxes: All applicable taxes should be included in the financial proposal, as a separate amount.

b) Bidders **MUST** submit one original and at **least 2 copies** (bound) of bid document

c) The proposal submission address is:

**The Chief Executive Officer
Retirement Benefits Authority
Rahimtulla Towers, 14th Floor
P.O. BOX 57733-00200
NAIROBI. Email: info@rba.go.ke, Fax: +254 2809000.
Website: www.rba.go.ke**

Information on the outer envelope should also include: **PROPOSAL
NUMBER AND PROPOSAL NAME**

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the RBA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the RBA under the Contract.
- (d) "The RBA" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract

(h) "Day" means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract.

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the RBA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the RBA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the RBA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the RBA and shall be returned (all copies) to the RBA on completion of the contract's or performance under the Contract if so required by the RBA.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the RBA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the RBA the performance security where applicable in the amount specified in SCC

- 3.6.2 The proceeds of the performance security shall be payable to the RBA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the RBA and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the RBA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the RBA in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by the RBA, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

- 3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the RBA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding twelve months (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the RBA within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the RBA's prior written consent.

3.11. Termination for Default

3.11.1 The RBA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the RBA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the RBA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the RBA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the RBA for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The RBA may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the RBA.

3.13. Termination for Convenience

3.13.1 The RBA by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination

shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination the RBA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The RBA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

4.0 SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.7 Delivery of Services	One time delivery
3.8 Payment	30 Days Upon receipt of certified invoices and confirmation of services having been rendered.
3.9 Price Adjustment	No price adjustments allowed
3.16 Applicable law	Laws of Kenya
3.18 Notices	Retirement Benefits Authority Rahimtulla Towers, 13 th Floor Upper hill Road P.o. Box 57733 00200 NAIROBI

SECTION V

TERMS OF REFERENCE FOR PROVISION OF AUCTIONEER SERVICES

BACKGROUND

Retirement Benefits Authority requires services of a company with expertise in Auctioneering services. The service provider is required to auction obsolete and boarded assets. The intended auction is to take place at RBA headquarters at **Rahimtulla Tower, Upper Hill Road, Nairobi**

The items to be auctioned includes three (3) Motor Vehicles, Assorted furniture, loose tools, computer and accessories and office machines.

As detailed below;

NO	ITEM DESCRIPTION	UNITS	QUANTITY
1	TIDA	NO	1
2	XTRAIL	NO	1
3	Toyota Corolla	NO	1
4	HP PROBOOK 4520S	NO	1
5	HP PROBOOK 6560B	NO	1
6	HP PROBOOK 4520S	NO	1
7	HP PROBOOK 6560B	NO	1
8	HP PROBOOK 6470B	NO	1
9	HP PROBOOK 6560B	NO	1
10	LONG CABINET	NO	1
11	SOFA 2 SEATER	NO	1
12	LONG CABINET	NO	2
13	HP COMPAQ DESKTOP DC7700	NO	1
14	HP OFFICEJET PRO 8500 CB022A	NO	1
15	Maroon low back seats	NO	1
16	Black High back seats	NO	1
17	Medium size cabinets	NO	1
18	Magazine holder	NO	1

19	Cool Box	NO	1
20	Roll up banners	NO	1
21	Boards (Information Panels	NO	1
22	Analogue TV	NO	1
23	HP PROBOOK 2730D	NO	1
24	3COM BASELINE SWITCH 10/100 SWITCH 12 PORT	NO	1
25	Carpets	NO	6
26	Dispenser	NO	1
27	Magazine holder	NO	2
28	Old Pop up banners	NO	4
29	Clay Broken pot	NO	1
30	Cool Box	NO	1
31	Boards (Information Panels	NO	10
32	Analogue TV	NO	1
33	Roll up banners	NO	4
34	Banners	NO	5
35	Nikon Camera DC 30	NO	1
36	Microwave	NO	2
37	Staplers	NO	2
38	Maroon low back seats	NO	2
39	Black High back seats	NO	7
40	Wooden table	NO	1
41	Medium size cabinets	NO	2
42	small wooden table	NO	1
43	Drawers	NO	3
44	Visitors Chair	NO	1
45	Brown Cabinet	NO	1
46	File Cabinets	NO	2
47	Long glass box cabinets	NO	1
48	CANON DR-7580 SCANNER M11048	NO	1
49	HP LASERJET 9050DN	NO	1
50	EPSON CHEQUE PRINTER LQ-680 P220B	NO	1
51	HP LASERJET CM1415FN	NO	1
52	HP COMPAQ DESKTOP DC7700	NO	1
53	HP PROBOOK 6540-B	NO	2
54	HP PROBOOK 4520-S	NO	1
55	HP PROBOOK 6470B	NO	1
56	HP LASRJET PRO COLOR MFP CM 1415FN	NO	1
57	HP 6530B	NO	1

58	HP PROBOOK 6540-B	NO	1
59	HP COMPAQ NC6320	NO	1
60	HP ELITEBOOK 2730D	NO	3
61	HP ELITEBOOK 2740D	NO	2
62	GKB DVR STAND ALONE 4CH DVR-411UN(A)	NO	1
63	3COM BASELINE SWITCH 2024	NO	2
64	3COM BASELINE SWITCH 10/100 SWITCH 12 PORT	NO	1
65	CISCO FIREWALL PIX515E	NO	1
66	COMPAQ 6720S	NO	1
67	HP OFFICEJET PRO L7780 C8192A	NO	1
68	HP OFFICEJET PRO 8500 CB022A	NO	2
69	HP COLOR LASER JET PRO MFP M176N	NO	1
70	FRIDGE	NO	2

SCOPE OF WORK

The successful Auctioneer is expected to provide the services not limited to the following;

- **Advise and coordinate the advertisement of the items. Retirement Benefits Authority shall bear the cost of advertisement.**
- **Organize and categorize the items**
- **Advise the Authority on best practices of auctioneering**
- **Carry out the Auction as per prescribed standards taking cognizance of the reserve prices that shall be provided by RBA**
- **Reconciliation, Accounting and Reporting on the Auction**
- **All proceeds from the auction shall be paid to the RBA Bank Account, verified and duly receipted before collection of any item.**
- **Prices quoted shall be inclusive of all applicable taxes**

SECTION VI

STANDARD FORMS

Notes on the Standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the RBA.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the RBA.

PRICE SCHEDULE

NO	DESCRIPTION	COMMISSION (%)
1	Commission (%)	

Note: The commission charged should be inclusive of all government taxes and not exceeding the gazetted rate for auctioneering services.

No.	Description of other costs (if any)	Cost
1		
2		
	Total Cost inclusive of all applicable taxes	

Bidder's Name (Company) -----

Authorized Signature and Rubber Stamp-----

Date: -----

Form of Tender

To:
Name and address of RBA

Date

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (*Insert numbers*) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Catering Services under this tender in conformity with the said Tender document for the sum of[*Total Tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Catering Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[*number*] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

THIS AGREEMENT made the..... Day of..... 20.....
between The Retirement Benefits Authority of Kenya (hereinafter called “the RBA”) of the one part and [Name of tenderer] of [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part:

WHEREAS the RBA invited tenders for the Catering Services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, visa:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the RBA’s Notification of Award
3. In consideration of the payments to be made by the RBA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the RBA to provide the Catering Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The RBA hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for RBA)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

- 3.....
- 4.....
- 5.....

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the company –

Nominal Ksh.

Issued Ksh.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.....				
2.....				
3.....				
4.....				
5.....				

Date.....

Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of Catering services (hereinafter called <the tenderer>?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the RBA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the RBA during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the RBA up to the above amount upon receipt of its first written demand, without the RBA having to substantiate its demand, provided that in its demand the RBA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[Name of tenderer]*
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
_____ *[Reference number of the contract]* dated _____ 20 _____ to
supply
[Description of catering services] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

(RBA Letterhead)

To: _____

RE: Tender No.:
Tender Name:

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

For and on behalf of
THE CHIEF EXECUTIVE OFFICER